

#300010118

UNITED STATES DISTRICT COURT

FILED-USDC-NDTX-DA
'24 FEB 5 PM 2:38

ORIGINAL

FOR THE NORTHERN DISTRICT OF TEXAS

Dallas, Texas 75220

u

Plaintiff Tito E. Marrero pro se
Plaintiff

8-24CV-288-E

v.

Title 42 1983 -
Civil Action No.Dallas Mayor and its Municipality et. al.
Defendant**COMPLAINT**

Plaintiff Tito E. Marrero, a buyer of property addressed 3831 Opal Avenue, Dallas, Texas 75216, was scammed, duped, and defrauded by the City of Dallas, a Dallas Council Member, a realtor working the city, and the city new home inspection department, all together scammed, duped, and defrauded Tito, first time buyer, while buying this defective in design HUD home. This was blatant real estate fraud, RICO racketeering, which is a violation of Federal Conspiracy Code 371 laws, where this conspiracy incorporated Construction Fraud, Fidiciary Fraud, Embezzlement of millions including Plaintiff Tito's funds. Tito's VA Pension funds all were embezzled with bribes and other corrupt activity, where this pecuniary fraud was perpetrated by the Dallas Municipality, with its Agent and Licensed Contractor. The Mayor and Dallas City are culpably responsible for the proximate caused damages. The city is amendable in this action at law and will be held to pay this suit in equity for relief of said mismanagement of Tito's funds, contractual and property rights. Tito lost everything in this construction defects in design, real estate fraud case. The City of Dallas, its municipality, its Mayor's Office, its City Attorney's Office, its Dallas New Building Inspections Department, and its internal complaint process, and the Dallas City Democratic Party are all responsible for this fraud perpetrated on good faith customer Plaintiff and Veteran Tito E. Marrero. This scam was perpetrated under color of city law, state law, and VA and HUD federal law, and this scam and illegal objectives was done to launder and embezzle money at a massive scale, for financial, political, and racketeering gain and purposes. There is and was invidious Discrimination afoot while contracting and during the Dallas City Administrative review.

* Attach additional pages as needed.

Plaintiff Tito seeks a settlement equal to the total bad business tactics used in this case.

Date

Feb
5th, 2024

Signature

Tito E. Marrero Pro Se 5 February 2024

Print Name

Plaintiff Tito E. Marrero

Address

P.O. Box 177371

City, State, Zip

Irving, Texas 75017

Telephone

463-328-3322

LETTER OF NOTICE AS TO DEFECTS IN CONSTRUCTION

This letter is from Tito E. Marrero, purchaser of 3831 Opal Avenue, Dallas, Texas 75216 property for which Mr. Sherman Roberts was the builder of the said home. Sherman Roberts is the owner of said building company named City Wide Community Development Corporation located at 3730 S. Lancaster Road, Suite 100, Dallas, Texas, 75216. Tito has visited the builder's office several times but have not been able to get Mr. Sherman's attention, call backs, or responses to emails sent to him on this matter as of yet.

Tito has been trying to give Mr. Roberts the legal "Notice" required by law to inform him of the craftsmanship defects and installation of the plumbing and sewage system have been discovered. The discoveries of these defects are design and installation problems in which this home's plumbing and sewage system need to be addressed a.s.a.p. The defects and repair costs have been provided to Mr. Sherman as stated by law in Texas Property Code Section 27.004, and should not be taxed to Liberty Mutual or Tito's responsibility. Tito has attached proof of the estimate to repair, and the finding in writing by professionals certified in plumbing and sewage installation and plumbing code. The evidence points to plumbing code installation defects. The plumbing and restoration team hired by Liberty Mutual have been on site at Tito's home for several weeks now waiting for Mr. Sherman's formal statements and opinion.

Tito has visited the City Wide Development Corporation several times to locate Mr. Roberts with no success. Therefore, Tito and Liberty Mutual have decided to seek formal legal resolution against Mr. Sherman to bring forth his statements/opinion in accordance with Texas Property Code Law and Due Process in court to redress the financial liabilities, at this point, being bore by Tito and Liberty Mutual. Tito's needs Mr. Sherman to be aware of the damages and respond accordingly. There are time constraints on responding to this claim.

Liberty Mutual has had a team at the home to illustrate the plumbing irregularities to builder Mr. Roberts. Therefore, Tito is trying to provide to Mr. Roberts the estimate of costs to repair all issues associated with the plumbing code defects. The defects in installation of the said plumbing/sewage system are quite substantial, and the design problems are not a results of normal wear and tear/usage. The home has only been lived in for 8 months by one person, not a family. I am the single occupant, and must resolve this matter quickly but legally.

Mr. Sherman office is less **200 feet away**, and I still can't get Mr. Sherman to show up at my home to inspect the work needed. An inspection must be made by the Mr. Sherman to verify the allegations made by plumbing professional's report and estimate provided by Liberty Mutual adjustment team. Mr. Sherman should also assist with repairs as soon as possible. Mr. Sherman should begin to assessing his culpability on the repair costs of said damages. Tito believes the costs should be shared, in whole ,or in part, by Mr. Roberts. This home is still under the one year warranty and Mr. Sherman should be aware of that material fact. A preliminary report and cost estimate has been emailed to Mr. Roberts with no attempt to reply so far.

This report provided by Liberty Mutual has been provided in good faith. Mr. Robert's secretary has witnessed Tito visiting the office to get Mr. Sherman's attention. He doesn't return my messages or calls. Tito now believes that Mr. Roberts is avoiding Tito and that is unfortunate. Tito is now serving according to law and as described by Texas Property Code 27.004, which requires Tito to serve the builder with the plumbing report and cost estimates to begin dialog to get this matter financed properly and fixed.

I have had to move into a weekly motel room because the home is unlivable at this current time until the sewage is fixed.

This Document is Time Sensitive and Must Be Given Due Process

Respectfully
Tito E. Marrero
3831 Opal Avenue
Dallas, Texas 75216



3730 S. Lancaster Rd., Suite 100 • Dallas, TX. 75216 • Ph: 214.371.0888 • Fx: 214.371.8633

June 2, 2020

Sherman Roberts, President & C.E.O.
City Wide Community Development Corporation
3730 S. Lancaster Rd., Suite 100
Dallas, Texas 75216

Re: Certificate of Occupancy

To Whom It May Concern:

My name is Sherman Roberts, President and C.E.O. of City Wide Community Development Corporation. I am composing this notice to inform you that the City of Dallas does not issue a Certificate of Occupancy for the completion of single-family or duplex homes. The Dallas Development Code issues a Final Green Tag as proof of final completion of a single-family home and/or duplex.

You can contact The City of Dallas Building Inspection Offices Oak Cliff Municipal Center 320 E. Jefferson Blvd., Dallas, Texas 75203- (214) 948-4480

Should you have any questions or concerns, please feel free to contact me directly at (214) 734-1670 or via email at .

Sincerely,

Sherman Roberts, President & C.E.O.

Message from Choice Home Warranty
Inbox

CHW Claims <claims@choicewarranty.com>

to Tedmo2000

3:14 PM (1
hour ago)

Claim Update

Policy #: 774285891

Claim #: 116423481

LOCATION: 3831 Opal Ave, Dallas, 75216

Tito Marmio

CHW Posted a message on your claim:

Tuesday April 20th, 2021

Claim 116423481

3831 Opal Ave

Dallas TX 75216

Sincerely,

Team CHW

* Please log in to the account center to view complete limits of liability and any exclusions. CHW offers service contracts which are not warranties.

You can respond to this message in your CHW Online Account Center at <https://www.choicehomewarranty.com/account-center>.

In the Account Center you can also:

- View Your Plan Details
- Download Your Contract
- Submit a Claim
- View the Status of Your Claim
- Message with CHW Representatives
- Edit Your Profile & Contacts
- Renew Your Warranty
- Update Billing Information
- Make Past Due Payments
- and MORE!

TRACK CLAIM

Thanks for Allowing CHW to Serve You!

installation of the drain lines. The main line is flowing in the wrong direction due to an improper grade. There is an extreme backflow.

Please refer to your terms and conditions section F number 9; We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

Additionally, the flange is broken and requires replacement.

Please refer to your terms and conditions section D number 9; CHW is not responsible for flanges.

Appeal Rights

You may request a review of this claim in writing by visiting <https://www.choicehomewarranty.com/cads/claimreview.php?ccid=OwtD01Atz2dTX0oY0nWaShAnfb39g89wCk8DtzUKbJk>. The request for review must be sent within 7 days of receipt of this letter and state the reasons why you feel your claim should have been approved.

Nothing contained in this letter should be construed as a waiver of any rights or defenses under the policy. This determination has been made in good faith and without prejudice under the terms and conditions of the contract, whether or not specifically mentioned herein.

Thank you for choosing Choice Home Warranty to be part of protecting your home from unexpected covered repairs.

Dear Tito Marmio,

This letter is in reference to your Plumbing System claim. We have carefully reviewed the details of the claim and a coverage determination has been reached.

During the coverage period, our sole responsibility will be to arrange for a qualified service contractor to repair or replace, at our expense, the systems and components mentioned as "Included" in accordance with the terms and conditions of your contract so long as such systems and components:

Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner);and

Become inoperative due to normal wear and tear; and

Are in place and in proper working order on the effective date of this home warranty contract. This Contract provides coverage for unknown/undetectable pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical test.

Your claim was submitted on 04/14/21.

It has been determined that the entire home is clogged due to an improper

(813) 743-9143

taylor.mckay@homee.com

www.HOMEe.com

"On Demand Property Maintenance"

From: Davis, Michael <Michael.Davis@LibertyMutual.com>

Sent: Tuesday, March 9, 2021 5:16 PM

To: Taylor McKay <taylor.mckay@homee.com>

Subject: RE: Tito Marrero 044846615-01 Estimate

Warning!!!

This email was sent outside of your organization.

Taylor, we are going to try and Subrogate back against the builder since this house is about 6 months old and the plumber stated some things are not up to code.

He mentions double clean outs and The proper adapter that is designed to be utilized underground is a shielded coupling, the main difference between the two adapters are that the shielded adapters have a stainless steel clamp in the middle of the adapter to prevent separation, it is IPC international plumbing code to use that type of fitting under ground

Will you make sure when he sends in final invoice he advises what part of the repairs did he have to do for code upgrades!! I guess things he had to do to bring up to code and make it right that the builder did wrong, what was the cost portion of this labor and material.

I hope that makes sense.

Thanks for your help with this.

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-978-2082

Fax: 1-866-644-9464

So Claims Office: 1-800-318-6572

All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. For faster claims processing, we strongly encourage customers to file new claims online at LibertyMutual.com or Safeco.com, and to monitor and manage their claims online at LibertyMutual.com/online-claims or Safeco.com/online-claims. We also encourage use of our digital tools including [RealTime Review](#) video chat and guided photo capture.

From: Taylor McKay <taylor.mckay@homee.com>

Sent: Monday, March 8, 2021 4:28 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Cc: HOMEe Insurance Group <lm@homee.com>

Subject: {EXTERNAL} RE: Tito Marrero 044846615-01 Estimate

Hi Michael,

I confirmed with our provider Brian that repairs will be starting tomorrow.

Thank you!

Taylor McKay

Good afternoon Michael,

I've attached the revised estimate. Our provider stated that if we receive approval, he will waive the last change order that totaled the additional \$1,225. Please see his notes below.

"While installing the 4" double clean outs in the front of the house and addressing the repairs, I noticed that the sanitary system mainline has "back fall" which means it will not properly drain as it should. In addition to this, the repairs that I make with proper "fall" and grading will be not properly match up with the existing plumbing. Due to the current state of the sanitary system being improperly installed it will be hard to fix the problem even with my repairs and renovation, unless the entire problem is completely addressed or my repairs will be irrelevant. It is my professional recommendation to completely re-plumb the entire sanitary system to ensure that it is done correctly and in concordance with IPC (international plumbing code). Unless this is done properly the insured will continue to have issues with the plumbing, the only difference is now he will at least have double clean outs to alleviate the problem. Rest assured if it is not addressed he will without a doubt have reoccurring issues."

Please let me know if you would like us to proceed.

Thank you!

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEe.com

On Wed, Mar 10, 2021 at 11:04 AM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

That is fine. Thanks for the update.

The homeowner did show me that back house issue when I was there, so I am aware of it.

Regards

Michael E. Davis
Sr. Field Claims Resolution Specialist II
Liberty Mutual Insurance and Safeco Insurance of America
Property Field-Zone 3
Cell/volcemail: 469-978-2082
Fax: 1-866-644-9464
So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>
Sent: Wednesday, March 10, 2021 9:52 AM
To: Davis, Michael <Michael.Davis@LibertyMutual.com>
Cc: HOMEe Insurance Group <lmj@homee.com>
Subject: (EXTERNAL) Re: Tito Marrero 044846615-01 Estimate

Good morning Michael,

We will provide all this information within our invoice for you. I'm sending in a change order for a possible sanitary leak that Brian needs to investigate in the back of the home. These are his notes:

"Upon starting the work, we discovered what appears to be a sanitary slab leak at the back of the house where the master bathroom is located. To address this issue, we recommend creating an access hole at this point and digging approximately 8' Lft. to further investigate the problem causing this. Once we figure out what exactly is the problem, the cost to repair the problem will follow once the scope of work has been determined."

Thank you!

Taylor McKay
Order Management Coordinator

E: Tito Marrero 044846615-01 Estimate

Inbox

Taylor McKay <taylor.mckay@homee.com>

Wed, Mar 24, 8:35 AM (2 days ago)

to Michael, Brian, me

Good morning Michael,

I wanted to follow up on this claim to see if there's any update.

Thank you!

Taylor McKay

Order Management Coordinator

(813) 566-1764

taylor.mckay@homee.com

www.HOMEE.com

On Tue, Mar 16, 2021 at 3:33 PM, Taylor McKay <taylor.mckay@homee.com> wrote:

Good afternoon Michael,

The total amount for the change order is to bring the plumbing up to code. Every issue we fixed from the freeze is part of the plumbing not being up to code. When our plumber connects to the existing, there will continue to be problems due to improper initial install. My manager and I would be happy to get on a call with you. Please let me know.

Thank you,

Taylor McKay

Order Management Coordinator

(813) 566-1764

taylor.mckay@homee.com

www.HOMEE.com

On Fri, Mar 12, 2021 at 3:55 PM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

When I spoke with Brian on Wednesday I had advised I need to now the specific amounts of his repairs that he is having to do to bring the plumbing to code? I can not properly review and let Homee, the plumber or our policy holder know what Liberty Mutual can pay for without this specific figure.

I had originally approved the \$10,641.67 estimate and then the additional \$1225 back slab leak. I was paying that 100% but I need some additional information about the new revised estimate and figures.

I need to know how much of his \$ 22,399.41 is due to code, meaning how much is the repairs to bring the plumbing up to code ?

His policy is not going to cover 100% of the \$22k figure but I can not let you or the insured know how much I can pay till I know how much of it is specifically to bring the plumbing up to code.

Thanks

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-878-2082

Fax: 1-866-644-9464

So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>

Sent: Friday, March 12, 2021 2:38 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Cc: HOMEE Insurance Group <lm@homee.com>

Subject: {EXTERNAL} RE: Tito Marrero 044846615-01 Estimate

FW: Tito Marrero 044846615-01 Estimate

Inbox

Davis, Michael <Michael.Davis@libertymutual.com>

Thu, Mar 4, 1:11 PM

to me

Tito, attached is the estimate and the written plumbing report summary I received at the bottom of this email.

I will have to review the detail to see exactly which parts of the estimate and recommended repairs that your homeowner's insurance would cover.

Let me know how the conversation with the builder goes.

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/volcemail: 469-978-2082

Fax: 1-866-644-9464

So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>

Sent: Wednesday, March 3, 2021 12:55 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>; Imaging <Imaging@LibertyMutual.com>

Cc: HOME Insurance Group <im@homee.com>

Subject: [EXTERNAL] Tito Marrero 044846615-01 Estimate

Hi Michael,

Please see the attached estimate for this claim and let us know how you would like us to proceed. We have already cleared the line and provided the camera inspection. If you need to speak with our provider directly, please let us know.

These are our providers notes on what repairs will be completed,

"The insured is having sanitary stoppage problems due to improper installation of his plumbing system. My professional recommendation is to install double clean outs in the front of the property. This will allow access to rectify any future stoppages and clogs in the sanitary system mainline in the future. When running my inspection camera I also noticed separation in the piping due to use of a flexible coupling. The footage to get to this repair is 45' Lft according to the distance measured on my inspection camera. These adapters are not designed to be used underground because of the high possibility of separation. The proper adapter that is designed to be utilized underground is a shielded coupling, the main difference between the two adapters are that the shielded adapters have a stainless steel clamp in the middle of the adapter to prevent separation, it is IPC international plumbing code to use that type of fitting under ground. Once repairs/renovation are completed in concordance with IPC (international plumbing code) I will perform a leak test at the newly installed double clean outs to ensure all repairs in the piping held. If the system holds water then it is evident that there are no further breaks or leaks in the system and we will know without a doubt that the system is functioning as it should. To test our repairs I blow up a test ball blocking off the clean out going to the street and fill water to the top of the furthest toilet flange and conduct the test for a minimum of 45 minutes to an hour to ensure the integrity of repairs and system. Once we are assured that there are no further issues, we will backfill the dirt as it was before the start of the excavation."

Thank you!

Claim= 044846615

Exp= 01

CAT= Customer Upload

Activity= Yes

Dscr= Estimate

Attachment Estimate

Thank you,

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEe.com

On Wed, Mar 3, 2021 at 1:54 PM, Taylor McKay <taylor.mckay@homee.com> wrote:
Hi Michael,

Please see the attached estimate for this claim and let us know how you would like us to proceed. We have already cleared the line and provided the camera inspection. If you need to speak with our provider directly, please let us know.

These are our providers notes on what repairs will be completed,

" The insured is having sanitary stoppage problems due to improper installation of his plumbing system. My professional recommendation is to install double clean outs in the front of the property. This will allow access to rectify any future stoppages and clogs in the sanitary system mainline in the future. When running my inspection camera I also noticed separation in the piping due to use of a flexible coupling. The footage to get to this repair is 45' Lft according to the distance measured on my inspection camera. These adapters are not designed to be used underground because of the high possibility of separation. The proper adapter that is designed to be utilized underground is a shielded coupling, the main difference between the two adapters are that the shielded adapters have a stainless steel clamp in the middle of the adapter to prevent separation, it is IPC international plumbing code to use that type of fitting under ground. Once repairs/renovation are completed in concordance with IPC (international plumbing code) I will perform a leak test at the newly installed double clean outs to ensure all repairs in the piping held. If the system holds water then it is evident that there are no further breaks or leaks in the system and we will know without a doubt that the system is functioning as it should. To test our repairs I blow up a test ball blocking off the clean out going to the street and fill water to the top of the furthest toilet flange and conduct the test for a minimum of 45 minutes to an hour to ensure the integrity of repairs and system. Once we are assured that there are no further issues, we will backfill the dirt as it was before the start of the excavation."

Thank you!

Claim= 044846615
Exp= 01
CAT= Customer Upload
Activity= Yes

From: Davis, Michael <Michael.Davis@LibertyMutual.com>
Sent: Friday, March 5, 2021 2:43 PM
To: Taylor McKay <taylor.mckay@homee.com>
Subject: RE: Tito Marrero 044846615-01 Estimate

Warning!!!

This email was sent outside of your organization.

I think his frustration is from the home builder and it gets taken out on others.
I told him yesterday I need to review it to see how much of it I could cover and approve.
I told him that he could call ya'll just to check on your availability and schedule in the mean time while I was reviewing it.

Regards

Michael E. Davis
Sr. Field Claims Resolution Specialist II
Liberty Mutual Insurance and Safeco Insurance of America
Property Field-Zone 3
Cell/voicemail: 469-978-2082
Fax: 1-866-644-9464
So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>
Sent: Friday, March 5, 2021 1:41 PM
To: Davis, Michael <Michael.Davis@LibertyMutual.com>
Cc: HOMEE Insurance Group <lm@homee.com>
Subject: {EXTERNAL} Re: Tito Marrero 044846615-01 Estimate

Good afternoon Michael,

Is there any update on this estimate? The insured just called me and was very upset about repairs not being started. I tried explaining to him that we need approval before we can proceed with any repairs, then he hung up on me.

Property Field-Zone 3

Cell/voicemail: 469-978-2082

Fax: 1-866-644-9464

So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>
Sent: Friday, March 5, 2021 1:46 PM
To: Davis, Michael <Michael.Davis@LibertyMutual.com>
Cc: HOMEE Insurance Group <lm@homee.com>
Subject: {EXTERNAL} Re: Tito Marrero 044846615-01 Estimate

Okay, I understand.

Thank you for letting me know. Have a great weekend!

Taylor McKay

Order Management Coordinator

(813) 743-9143

taylor.mckay@homee.com

www.HOMEE.com

"On Demand Property Maintenance"

I confirmed with our provider Brian that repairs will be starting tomorrow.

Thank you!

Taylor McKay

Order Management Coordinator

(813) 566-1764

taylor.mckay@homee.com

www.HOMEe.com

On Mon, Mar 8, 2021 at 11:45 AM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

Taylor, per our conversation you can direct bill me at Liberty Mutual for the plumbing repairs.

Regards

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

I hope that makes sense.

Thanks for your help with this.

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-978-2082

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Sent: Monday, March 8, 2021 4:28 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Cc: HOMEE Insurance Group <lm@homee.com>

Subject: {EXTERNAL} RE: Tito Marrero 044846615-01 Estimate

Hi Michael,

Cc: HOMEE Insurance Group <lm@homee.com>

Subject: {EXTERNAL} Re: Tito Marrero 044846615-01 Estimate

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"On Demand Property Maintenance"

From: Davis, Michael <Michael.Davis@LibertyMutual.com>

Sent: Tuesday, March 9, 2021 5:16 PM

To: Taylor McKay <taylor.mckay@homee.com>

Subject: RE: Tito Marrero 044846615-01 Estimate

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He mentions double clean outs and The proper adapter that is designed to be utilized underground is a shielded coupling, the main difference between the two adapters are that the shielded adapters have a stainless steel clamp in the middle of the adapter to prevent separation, it is IPC international plumbing code to use that type of fitting under ground

Will you make sure when he sends in final invoice he advises what part of the repairs did he have to do for code upgrades!! I guess things he had to do to bring up to code and make it right that the builder did wrong, what was the cost portion of this labor and material.

unless the entire problem is completely addressed or my repairs will be irrelevant. It is my professional recommendation to completely re-plumb the entire sanitary system to ensure that it is done correctly and in concordance with IPC (international plumbing code). Unless this is done properly the insured will continue to have issues with the plumbing, the only difference is now he will at least have double clean outs to alleviate the problem. Rest assured if it is not addressed he will without a doubt have reoccurring issues."

Please let me know if you would like us to proceed.

Thank you!

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEe.com

On Wed, Mar 10, 2021 at 11:04 AM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

That is fine. Thanks for the update.

The homeowner did show me that back house issue when I was there, so I am aware of it.

Regards

Michael E. Davis
Sr. Field Claims Resolution Specialist II
Liberty Mutual Insurance and Safeco Insurance of America
Property Field-Zone 3
Cell/voicemail: 469-978-2082
Fax: 1-866-644-9464
So Claims Office: 1-800-318-6572

All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. For faster claims processing, we strongly encourage customers to file new claims online at [Liberty Mutual](http://LibertyMutual.com) or [Safeco](http://Safeco.com), and to monitor and manage their claims online at Libertymutual.com/online-claims or Safeco.com/online-claims. We also encourage use of our digital tools including [RealTime Review](#) video chat and guided photo capture.

From: Taylor McKay <taylor.mckay@homee.com>
Sent: Wednesday, March 10, 2021 9:52 AM
To: Davis, Michael <Michael.Davis@LibertyMutual.com>

I can not properly review and let Homee, the plumber or our policy holder know what Liberty Mutual can pay for without this specific figure.

I had originally approved the \$10,641.67 estimate and then the additional \$1225 back slab leak. I was paying that 100% but I need some additional information about the new revised estimate and figures.

I need to know how much of his \$ 22,399.41 is due to code, meaning how much is the repairs to bring the plumbing up to code ?

His policy is not going to cover 100% of the \$22k figure but I can not let you or the insured know how much I can pay till I know how much of it is specifically to bring the plumbing up to code.

Thanks

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-978-2082

Fax: 1-866-644-9464

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From: Taylor McKay <taylor.mckay@homee.com>

Sent: Friday, March 12, 2021 2:38 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Cc: HOME Insurance Group <lm@homee.com>

Subject: {EXTERNAL} RE: Tito Marrero 044846615-01 Estimate

Good afternoon Michael,

I've attached the revised estimate. Our provider stated that if we receive approval, he will waive the last change order that totaled the additional \$1,225. Please see his notes below,

"While installing the 4" double clean outs in the front of the house and addressing the repairs, I noticed that the sanitary system mainline has "back fall" which means it will not properly drain as it should. In addition to this, the repairs that I make with proper "fall" and grading will be not properly match up with the existing plumbing. Due to the current state of the sanitary system being improperly installed it will be hard to fix the problem even with my repairs and renovation,

RE: Tito Marrero 044846615-01 Estimate

Inbox

Taylor McKay <taylor.mckay@homee.com>

Wed, Mar 24, 8:35 AM
(2 days ago)

to Michael, Brian, me

Good morning Michael,

I wanted to follow up on this claim to see if there's any update.

Thank you!

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEe.com

On Tue, Mar 16, 2021 at 3:33 PM, Taylor McKay <taylor.mckay@homee.com> wrote:
Good afternoon Michael,

The total amount for the change order is to bring the plumbing up to code. Every issue we fixed from the freeze is part of the plumbing not being up to code. When our plumber connects to the existing, there will continue to be problems due to improper initial install. My manager and I would be happy to get on a call with you. Please let me know.

Thank you,

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEe.com

On Fri, Mar 12, 2021 at 3:55 PM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

When I spoke with Brian on Wednesday I had advised I need to now the specific amounts of his repairs that he is having to do to bring the plumbing to code?

Dscr= Estimate
Attachment Estimate

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEE.com

Davis, Michael

Wed, Mar 24, 11:38 PM
(2 days ago)

to Taylor, Brian, me

Taylor, Tito was getting another opinion to support Brian's findings to submit regarding his pursuit of the Home Builder.

I imagine Tito will let us know when he wants to move forward.

Regards

Michael E. Davis
Sr. Field Claims Resolution Specialist II
Liberty Mutual Insurance and Safeco Insurance of America
Property Field-Zone 3
Cell/voicemail: 469-978-2082
Fax: 1-888-268-8840

RE: I am moving forward with filing my case in county court. 04846615-01

Inbox

Davis, Michael

Wed, Mar 24, 11:35 PM (2 days ago)

to me

Hi Tito, Our legal reps that I ever come across are involved in cases where our insured sues LM or something along those lines. They would not assist an insured in their legal pursuit. They would suggest an insured seek his legal counsel as needed.

I also only moved back to Texas recently so I do not really know anyone here in that position to even ask for an opinion.

Obviously the Homee plumbing company is going to want me to pay them eventually sooner than later.

I guess after you get the second opinion to support and compare to the Homee opinion we can see about moving forward.

We would have the original work that HOMee has done to pay. We have the interior water damages along with the needed additional plumbing work as well.

Let me know how you want to move forward with LM regarding the damages to your home.

Thanks for the update, keep me in the loop on this.

Regards

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/volcemail: 469-978-2082

Fax: 1-888-268-8840

So Claims Office: 1-800-318-6572

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From: Tito M <tedmo2000@gmail.com>

Sent: Tuesday, March 23, 2021 5:11 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Subject: (EXTERNAL) I am moving forward with filing my case in county court.

Do you have a legal Rep. from Liberty Mutual who you engage for legal advise? If so, and if you don't mind, inquire to the proper steps to get this matter smoothly through court without missing any due process/procedural steps that would delay this action if missed. I just want to know precisely how many days the builder has to respond with his assessment/opinion of the damages which infer defects in design, installation, and obvious plumbing code shortcomings.

I am paying out of pocket for a neutral/impartial plumber (\$300.00 dollars) to come here and provide a second opinion on the existing reports and estimates we possess. A second opinion on our reports will help in court to persuade a judge to side in our favor. We should not be held responsible for this debacle, and we should have to pay for this mess, not a dime. If your legal rep does not know or does not have the time to email me the proper step to hold a bad builder to justice, that is ok too. I'll learn as I go.

The second plumber can either agree or disagree with our Homme guy with phone number 469-288-6094. I forget his name already, but our guy from Homme. A second opinion by a neutral professional in regard to these damages caused from design defects and plumbing code shortcomings will be helpful and will carry more weight in court if a second professional plumber corroborates the first plumbers reports. Discovery, interrogatories, and other evidence would open up from there. A warranty with two reports from plumbing professionals will be hard to disprove, and would meet the legal standard of proof "by a preponderance of evidence" for civil cases.

Let me know if your legal Rep will email me a website or some reference point to get information on how long does the builder have to answer our legal submissions alleging the defects we discovered? with plumbing reports to follow since this is my first rodeo such as this. Just know that I am all in with moving forward with suit/action to redress the financial losses both property losses suffering, and protect my warranty rights.

I will email you later. If you have something to add feel free to catch me up.

hour to ensure the integrity of repairs and system. Once we are assured that there are no further issues, we will backfill the dirt as it was before the start of the excavation."

Thank you!

Claim= 044846615

Exp= 01

CAT= Customer Upload

Activity= Yes

Dscr= Estimate

Attachment Estimate

Taylor McKay

Order Management Coordinator

(813) 566-1764

taylor.mckay@homee.com

www.HOMEe.com

Davis, Michael

Wed, Mar 24, 11:38 PM (2 days ago)

to Taylor, Brian, me

Taylor, Tito was getting another opinion to support Brian's findings to submit regarding his pursuit of the Home Builder.

I imagine Tito will let us know when he wants to move forward.

Regards

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-978-2082

Fax: 1-888-268-8840

From: Davis, Michael <Michael.Davis@LibertyMutual.com>
Sent: Friday, March 5, 2021 2:43 PM
To: Taylor McKay <taylor.mckay@homee.com>
Subject: RE: Tito Marrero 044846615-01 Estimate

Warning!!!

This email was sent outside of your organization.

I think his frustration is from the home builder and it gets taken out on others.
I told him yesterday I need to review it to see how much of it I could cover and approve.
I told him that he could call ya'll just to check on your availability and schedule in the mean time while I was reviewing it.

Regards

Michael E. Davis
Sr. Field Claims Resolution Specialist II
Liberty Mutual Insurance and Safeco Insurance of America
Property Field-Zone 3
Cell/voicemail: 469-978-2082
Fax: 1-866-644-9464
So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>
Sent: Friday, March 5, 2021 1:41 PM
To: Davis, Michael <Michael.Davis@LibertyMutual.com>
Cc: HOMEE Insurance Group <lm@homee.com>
Subject: (EXTERNAL) Re: Tito Marrero 044846615-01 Estimate

Good afternoon Michael,

Is there any update on this estimate? The insured just called me and was very upset about repairs not being started. I tried explaining to him that we need approval before we can proceed with any repairs, then he hung up on me.

Thank you,

Taylor McKay
Order Management Coordinator
(813) 566-1764
taylor.mckay@homee.com
www.HOMEE.com

On Wed, Mar 3, 2021 at 1:54 PM, Taylor McKay <taylor.mckay@homee.com> wrote:

Hi Michael,

Please see the attached estimate for this claim and let us know how you would like us to proceed. We have already cleared the line and provided the camera inspection. If you need to speak with our provider directly, please let us know.

These are our providers notes on what repairs will be completed,

" The insured is having sanitary stoppage problems due to improper installation of his plumbing system. My professional recommendation is to install double clean outs in the front of the property. This will allow access to rectify any future stoppages and clogs in the sanitary system mainline in the future. When running my inspection camera I also noticed separation in the piping due to use of a flexible coupling. The footage to get to this repair is 45' Lft according to the distance measured on my inspection camera. These adapters are not designed to be used underground because of the high possibility of separation. The proper adapter that is designed to be utilized underground is a shielded coupling, the main difference between the two adapters are that the shielded adapters have a stainless steel clamp in the middle of the adapter to prevent separation, it is IPC international plumbing code to use that type of fitting under ground. Once repairs/renovation are completed in concordance with IPC (international plumbing code) I will perform a leak test at the newly installed double clean outs to ensure all repairs in the piping held. If the system holds water then it is evident that there are no further breaks or leaks in the system and we will know without a doubt that the system is functioning as it should. To test our repairs I blow up a test ball blocking off the clean out going to the street and fill water to the top of the furthest toilet flange and conduct the test for a minimum of 45 minutes to an

Order Management Coordinator

(813) 566-1764

taylor.mckay@homee.com

www.HOMEe.com

On Mon, Mar 8, 2021 at 11:45 AM, Michael Davis <Michael.Davis@libertymutual.com> wrote:

Warning!!!

This email was sent outside of your organization.

Taylor, per our conversation you can direct bill me at Liberty Mutual for the plumbing repairs.

Regards

Michael E. Davis

Sr. Field Claims Resolution Specialist II

Liberty Mutual Insurance and Safeco Insurance of America

Property Field-Zone 3

Cell/voicemail: 469-978-2082

Fax: 1-866-644-9464

So Claims Office: 1-800-318-6572

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From: Taylor McKay <taylor.mckay@homee.com>

Sent: Friday, March 5, 2021 1:46 PM

To: Davis, Michael <Michael.Davis@LibertyMutual.com>

Cc: HOMEe Insurance Group <jm@homee.com>

Subject: [EXTERNAL] Re: Tito Marrero 044846615-01 Estimate

Okay, I understand.

Thank you for letting me know. Have a great weekend!

Taylor McKay

Order Management Coordinator

(813) 743-9143

taylor.mckay@homee.com

www.HOMEe.com

"On Demand Property Maintenance"

Retrieve Update Insert Modify Delete Locate Print

Job Description: Building (BU) PL, PV, ME, GR, EC, EL, CS 1111-CONSTRUCT NEW SFD

Job Type: Master Permit Date Created: Jul 22, 2019

Status: Complete Created By: CBOSTON

Issue Date: Jul 30, 2019 Date Completed: Apr 27, 2020

Parent Job: 144218035-001 PL, PV, ME, GR, EC, EL, CS 1111-CONSTRUCT NEW SFD (A) Ne

Specific Location:

Details Processes Inspections Trades Fees Holds ☒ Document List ☐ Approved Plans ☐ Project GIS Notes Review

Relationship	Scheduled	Completed	Inspection Type	Inspector	Result	Inspection Comments
Notify Utility Verific	9/13/2019	Sep 13, 2019	Notify Utility Verification		Confirmed	
Notify Utility Verific	Nov 14, 2019	Nov 14, 2019	Notify Utility Verification		Confirmed	
Notify Utility Verific	Jan 22, 2020	Jan 22, 2020	Notify Utility Verification		Confirmed	
Perform Building Ins	Sep 19, 2019	Sep 19, 2019	120 Pier, Foundation, Exc	KMANFEE	Green Tag	Foundation ok
Perform Building Ins	Nov 21, 2019	Nov 21, 2019	130 Frame All	KMANFEE	Green Tag	Frame all
Perform Building Ins	Apr 27, 2020	Apr 27, 2020	140 Final (Final)	KMANFEE	Green Tag	Final ok
Perform Customer	Feb 07, 2020	Feb 07, 2020	240 Final (Final)	CBURNETT	Green Tag	I #3611C.S. okSee report
Perform Electrical In	Sep 13, 2019	Sep 13, 2019	314 T-Pole	JSOLIS	Green Tag	T. Pole
Perform Electrical In	Sep 13, 2019	Sep 13, 2019	323 (UFER) Concrete Enc	JSOLIS	Red Tag	No UFER ground installed.
Perform Electrical In	Sep 18, 2019	Sep 18, 2019	323 (UFER) Concrete Enc	JSOLIS	Green Tag	UFER. Ground. # 4. Rebar.
Perform Electrical In	Oct 11, 2019	Oct 11, 2019	330 Rough all above floor	JSOLIS	Green Tag	Rough all above floor level.
Perform Electrical In	Jan 14, 2020	Jan 14, 2020	340 Final (Final)	JSOLIS	Red Tag	Need the A/C Unit cut sheet, need a lock
Perform Electrical In	Jan 22, 2020	Jan 22, 2020	340 Final (Final)	KWILDES	Green Tag	Final ok
Perform Green Insp	Apr 24, 2020	Apr 23, 2020	840 Green (Final)	TSMALL	Green Tag	2G111886
Perform Mechanical	Oct 11, 2019	Oct 11, 2019	430 Rough above floor	CBURNETT	Green Tag	I #3611Supply, return and exhaust duct r
Perform Mechanical	Mar 19, 2020	Mar 19, 2020	440 Final (Final)	CBURNETT	Red Tag	I #3611No access @ 1:00 p.m.Door unlo
Perform Mechanical	Mar 23, 2020	Mar 23, 2020	440 Final (Final)	CBURNETT	Green Tag	I #3611Final ok
Perform Paving Ins	Feb 11, 2020	Feb 11, 2020	110 Sidewalk and/or Drive	JPOINTER	Cancelled by Re	Cancelled by requestor raining...jp
Perform Paving Ins	Feb 14, 2020	Feb 14, 2020	110 Sidewalk and/or Drive	JPOINTER	Red Tag	Need to obtain a sidewalk waiver...jp
Perform Paving Ins	Mar 09, 2020	Mar 09, 2020	110 Sidewalk and/or Drive	JPOINTER	Yellow Tag	Okay to pour must call in the Final inspec
Perform Paving Ins	Apr 27, 2020	Apr 27, 2020	110 Sidewalk and/or Drive	KMANFEE	Green Tag	PV..final.....ok
Perform Plumbing In	Sep 11, 2019	Sep 11, 2019	220 Rough below floor le	CBURNETT	Green Tag	I #3611PVC building drain with water tes
Perform Plumbing In	Oct 18, 2019	Oct 18, 2019	230 Rough above floor le	CBURNETT	Red Tag	I #3611As per previous 220 inspection r
Perform Plumbing In	Nov 14, 2019	Nov 14, 2019	210 Utility service sewer	CBURNETT	Green Tag	I #3611PVC building sewer with water tes
Perform Plumbing In	Jan 07, 2020	Jan 07, 2020	240 Final (Final)	AECHOLS	Red Tag	No access at 8:49 am lic # 3274
Perform Plumbing In	Feb 07, 2020	Feb 07, 2020	240 Final (Final)	CBURNETT	Red Tag	I #3611As per conversation with plumbe
Perform Plumbing In	Feb 14, 2020	Feb 14, 2020	240 Final (Final)	CBURNETT	Red Tag	I #3611No corner dams on 40 mil vinyl st
Perform Plumbing In	Feb 18, 2020	Feb 18, 2020	240 Final (Final)	CBURNETT	Red Tag	I #3611Corner dams not installed correct
Perform Plumbing In	Feb 21, 2020	Feb 21, 2020	240 Final (Final)	CBURNETT	Green Tag	I #3611Final ok

C Burnett
214 671 1535
christopher.burnett@dallascityhall.com

Shan Blatnik Supervisor
214-671-1539



822 OAKWOOD LANE
ARLINGTON, TEXAS 76012

(682) 401-2817

durhamcontractors@gmail.com

RMP37617

Ronnie Reagins

ME14636

PLUMBING

INVOICE

Date: 4/17/21

Tech: Drew/Cody

INVOICE

Customer			
Name	Tito Marmio	Warranty Co.	LHW
Address	3831 Opel Ave.	Work Order #	116-423-481
City, State	Dallas, TX 75216		
Phone	972-246-0471	Open Call	
Email			

Service Detail	Estimated Price
Item/Locations: Front Yard Mainline Drain	Mainline
Diagnosis/Service: Does not have the proper grade. is flowing	
There is an upgrade instead the wrong	
Item/Location: of a downgrade.	Direction
Diagnosis/Service: Hall Bath Flange is not secure	
to the floor concrete. bathroom	
Item/Location: Clean-out is in the interior wall	
Diagnosis/Service: instead of outside wall.	
Master bath/ Kitchen Lateral lines	
are leaking at the corner.	Return Visit Required
Whole house is clogged because	Y / N
the sewer lines have an upgrade.	
Sorry we missed you. Please contact our office to reschedule	

Service Fee Paid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Homeowner Charges Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount \$65.00	Amount \$
Check #	Check #
Cash	Credit Card
Credit Card 2564	Cash

I have inspected the services performed and verify completion as agreed. I understand an email or survey will be sent regarding quality of service and professionalism of technicians.

"5 Stars is Excellence"

Signature:

CAUTION

U.S. Department of
Housing and Urban
Development
Federal Housing Administration (FHA)

OMB Approval No: 2602-
4638 (exp. 04/30/2018)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection. Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



Tito Marrero



03/25/2020
08:10 PM GMT

HUD-92564 (9/14)



CAUTION

(TXR-1928 06-14

Concept Development Corp, PO Box 398045 Dallas TX 75339
Sharon Middlebrooks

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 2143715507

Fax: 2143763195

Page 1 of 1

3831 Opal Drive



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To: City Wide Community Development Corporation (Seller or Landlord)
and Tito Marrero (Prospect)
From: Concept Development Corporation (Broker's Firm)
3831 Opal Ave
Re: Dallas, TX (Property)
Date: March 26, 2020

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☐ will ☒ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
_____ to the owner; and
_____ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Sharon Middlebrooks
Seller or Landlord Date
City Wide Community Development Corporation

Tito Marrero
Prospect Date
Tito Marrero

Seller or Landlord Date

Prospect Date

(TXR-1409) 1-7-04

Page 1 of 1

On-Demand Plumbing LLC

INVOICE	#108
INVOICE DATE	Mar 30, 2021
DUE	upon receipt
AMOUNT DUE	\$0.00

Tito Marrero
3831 Opal Avenue
Dallas, TX 75216

CONTACT US

2006 Dripping Springs Dr
Forney, TX 75126

(469) 261-6794
tedmo2000@gmail.com

(214) 621-6978
ryanottwell@yahoo.com

INVOICE

Services	amount
Inspection Upon my inspection, I ran my 75' drain auger from the mainline clean outs that were just installed and was unsuccessful in clearing the stoppage. I also used a 4" drain bladder and this did not solve the problem either. I ran my inspection camera and noticed that the line has significant back fall and or a belly in the pipe coming from the sewer main tap back to the clean outs. I also observed while in the attic that some of 1-1/2 vents weren't properly glued in the couplings.	\$200.00
Total	\$200.00

Payment History

Mar 30	Tue 12:29am	Cash	\$200.00
--------	-------------	------	----------

You can pay via paypal (@jenwells1030), venmo (Jennifer-Wells-183), zelle (214-621-6978), cashapp (\$jenottwell1030).

Receipt from On-Demand Plumbing LLC

Inbox

On-Demand Plumbing LLC <notifications@housecallpro.com> Tue, Mar

30, 12:29

AM

to me

Your receipt from On-Demand Plumbing LLC

Invoice Number:	108
Invoice Date:	Mar 30, 2021
Customer Name:	Tito Marrero
Service Address:	3831 Opal Avenue Dallas, TX 75216

Services

Inspection

Upon my inspection, I ran my 75' drain auger from the mainline clean outs that were just installed and was unsuccessful in clearing the stoppage. I also used a 4" drain bladder and this did not solve the problem either. I ran my inspection camera and noticed that the line has significant back fall and or a belly in the pipe coming from the sewer main tap back to the clean outs. I also observed while in the attic that some of 1-1/2 vents weren't properly glued in the couplings.

Subtotal

Amount Paid

Payment Method

Cash

You can pay via paypal (@jenwells1030), venmo (Jennifer-Wells-183), zelle (214-cashapp (\$jenottwell1030)).

(214) 621-6978 | ryanottwell@yahoo.com

2006 Dripping Springs Dr
Forney, TX 75126



Homee Inc.
1413 S. Howard Avenue, Suite 220
Tampa, FL, 33606

Date of Proposal	3/3/2021
Customer	Tito Marrero
Property Address	3831 Opal Avenue, Dallas, Texas 75216
Total Job Cost	\$22,399.41

Job Description


Please see the attached bid for Claim #044848615-01: We will be installing double clean outs in order to allow access to rectify any future stoppages and clogs in the sanitary system mainline. This bid includes labor and materials.
CHANGE ORDER 3/10: Upon starting the work we discovered what appears to be a sanitary slab leak at the back of the house where the master bathroom is located. To order to address this issue we recommend creating an access hole at this point and digging approximately 8' Lft. to further investigate the problem causing this. Once we figure out what exactly is the problem, the cost to repair the problem will follow once the scope of work has been determined.

Part of Home	Job Scope	Labor Total	Materials Total	Job Total
Exterior		\$ 21,370.00	\$ 1,029.41	\$ 22,399.41
	3"x4' Access Hole - 1	\$ 465.00	\$ -	\$ 465.00
	Tunnel 45' Lft	\$ 7,100.00	\$ -	\$ 7,100.00
	Piping Repairs	\$ 660.00	\$ 676.47	\$ 1,336.47
	Install Double Clean Outs	\$ 920.00	\$ -	\$ 920.00
	City of Dallas Plumbing Permit	\$ 295.00	\$ -	\$ 295.00
	Inspection Camera	\$ 325.00	\$ -	\$ 325.00
	Run 75' Drain Auger	\$ 200.00	\$ -	\$ 200.00
	CHANGE ORDER 3/10: Sanitary slab leak found at the back of the house. Tunnel approximately 8Lft	\$ 1,225.00	\$ -	\$ 1,225.00
	CHANGE ORDER 3/12: Additional tunneling of 67' Lft	\$ 9,780.00	\$ -	\$ 9,780.00
	CHANGE ORDER 3/12: Piping Repairs	\$ 400.00	\$ 352.94	\$ 752.94
		\$ 21,370.00	\$ 1,029.41	\$ 22,399.41

This bid is only valid for 14 days from the date of proposal. Thank you for your business!

If you have any questions or concerns, please reach out to your local Market Manager, or email support@homeeondemand.com

Licensed in AZ #ROC315260, CA 1038384, CT HIC.0649964 HIC.0559982, City of Chicago TGC102061, FL #GCC1512633, GA GCCO006229, MA HIC#193707, NJ HIC#13VH09598500, NV 0083400, PA HIC#PA135847, TN HIC ID #9118, UT 10798602-5501, WA HOMEET#824QL, DC HIC#420219000045, RI Registration #42827,

 Homee Inc. 1413 S. Howard Avenue, Suite 220 Tampa, FL, 33606				
Date of Proposal	3/3/2021			
Customer	Tito Marrero			
Property Address	3831 Opel Avenue, Dallas, Texas 75216			
Total Job Cost	\$10,641.47			
Job Description <p>Please see the attached bid for Claim #044846615-01: We will be installing double clean outs in order to allow access to rectify any future stoppages and clogs in the sanitary system mainline. This bid includes labor and materials.</p>				
Part of Home	Job Scope	Labor Total	Materials Total	Job Total
Exterior		\$ 9,965.00	\$ 676.47	\$ 10,641.47
	3'x4' Access Hole - 1	\$ 465.00	\$ -	\$ 465.00
	Tunnel 45' Lft	\$ 7,100.00	\$ -	\$ 7,100.00
	Piping Repairs	\$ 660.00	\$ 676.47	\$ 1,336.47
	Install Double Clean Outs	\$ 920.00	\$ -	\$ 920.00
	City of Dallas Plumbing Permit	\$ 295.00	\$ -	\$ 295.00
	Inspection Camera	\$ 325.00	\$ -	\$ 325.00
	Run 75' Drain Auger	\$ 200.00	\$ -	\$ 200.00
		\$ 9,965.00	\$ 676.47	\$ 10,641.47
<p>This bid is only valid for 14 days from the date of proposal. Thank you for your business!</p> <p>If you have any questions or concerns, please reach out to your local Market Manager, or email support@homeeondemand.com</p> <p>Licensed in AZ #ROC315260, CA 1038384, CT HIC.0649964 HIS.0559982, City of Chicago TGC102061, FL #GCG1512633, GA GCO006229, MA HIC#193707, NJ HIC#13VH09598500, NV 0083400, PA HIC#PA135847, TN HIC ID #9118, UT 10798602-5501, WA HOMEET624QL, DC HIC#420219000045, RI Registration #42827.</p>				



April 12, 2021

360 E 10th Ave.
Suite 400
Eugene, OR 97401
866.953.3220
fax 541.345.0105
alacritysolutions.com



*****SINGLP

T1 P1 190
Tito Marrero
3831 Opal Ave
Dallas, TX 75216

Claim ID: 044846615-01
Alacrity Assignment: 21943967

Greetings,

Thank you for using Alacrity Solutions' National Contractor Network program to address the recent damages to your home. Alacrity's program provides a network of certified contractors with excellent performance and workmanship standards. The program is a successful and innovative approach to mitigation and restoration of damaged properties, while ensuring that services are completed to the high-quality standards set by Liberty Mutual - Water.

We understand that the Mitigation - Water - Mica services performed by 1-800 Water Damage - Hq regarding the damages covered by your insurance company have been completed and that you have signed a Certificate of Satisfaction. We are pleased to inform you that Alacrity Solutions will provide a Quality Assurance Guarantee for these services. The Quality Assurance Guarantee ensures that the services covered by your insurance policy will be free from defects resulting from faulty materials for a period of one (1) year and faulty workmanship for a period of three (3) years from the date that you signed the Certificate of Satisfaction. Your Quality Assurance Guarantee certificate is enclosed.

The Quality Assurance Guarantee applies only to the services covered by your insurance policy and performed through our program by the contractor named above. Please note also that your insurance claim may have been split into multiple assignments to address different categories of services (for example, water mitigation versus structural repairs). If so, each successfully completed assignment will have its own Quality Assurance Guarantee specific to that assignment's covered services.

If you have any questions or concerns regarding the contractor, the quality of materials, or the workmanship of the services covered under this Quality Assurance Guarantee, please contact Alacrity Solutions at (866) 953-3220, extension 25.

Thank you for allowing Alacrity Solutions to serve you.

Sincerely,

A handwritten signature in black ink that reads 'Keith Sangalli'.

Keith Sangalli
Quality Assurance Manager



QUALITY ASSURANCE GUARANTEE

This Quality Assurance Guarantee ensures that all work related to

ALACRITY NUMBER
21943967

will be **free from defects** resulting from faulty materials for a period of one (1) year or faulty workmanship for a period of three (3) years from the date of final completion of repairs as indicated on the executed Certificate of Satisfaction. If either the materials or workmanship fails to meet the quality generally accepted in the home repair business during the applicable time period, Alacrity Solutions, through the contractor or other designee, will remedy any departures from such standards.

This Quality Assurance Guarantee applies only to the services performed by the contractor assigned by Alacrity Solutions to the claim referenced above. It does not cover any other work performed by the contractor, including prior repairs, betterment, or subsequent Unrelated damage or damage caused by misuse, neglect, or normal wear and tear.

This Quality Assurance Guarantee is not transferable and is restricted solely to the customer named in and the premises covered by the referenced claim. Any claim for repair under this Quality Assurance Guarantee must be made within the time periods set forth above.

HOW TO USE YOUR QUALITY ASSURANCE GUARANTEE:

1. If you have a concern about the quality of the materials or workmanship of the repairs covered by this guarantee, report it promptly to Alacrity Solutions at (866) 953-3220, extension 25.
2. Alacrity Solutions or its designee will contact you within 5 business days of your report to address your concerns.

THIS QUALITY ASSURANCE GUARANTEE SHALL ONLY BE VALID UPON THE EXECUTION OF A CERTIFICATE OF SATISFACTION BY THE HOMEOWNER INDICATING THAT THE CONTRACTOR HAS COMPLETED THE WORK RELATED TO THE REFERENCED CLAIM.



TREC Enforcement Division
Direct Line: (512) 936-3005
Fax: (512) 936-3809

January 12, 2022

Concept Development Corporation
Sharon Middlebrook, Registered Agent
2235 Narboe Street
Dallas, Texas 75216
Via email: sharondoesrealty@sbcglobal.net

Re: Our File No. 212724

Dear Ms. Middlebrook:

At this time we are concluding our consideration of the above-referenced complaint by issuing this **cease and desist** letter to Concept Development Corporation. The Texas Real Estate Commission ("Commission") has elected not to proceed with formal administrative action; however, some facts and circumstances surrounding the complaint indicate that a review of certain provisions of The Real Estate License Act ("Act") and Commission Rules ("Rules") is in order.

Concept Development Corporation no longer holds an active Texas real estate company license. Sections 1101.351(a)(1) and (a-1) of the Act provide that unless a person or a business entity holds a license issued under this chapter, the person or business entity may not act as or represent to be a broker. A list of the acts that require a license can be found in Section 1101.002(1)(A) of the Act. More information can be found in Section 535.4-535.5 of the Rules.

We acknowledge you informed the Commission, that it was an "oversight" "Concept Development Corporation" was listed on the contract as the form was not updated. Nonetheless, we request that you immediately **CEASE AND DESIST** conducting any activities considered to be the business of real estate brokerage as defined in Section 1101.002 of the Act.

Best Regards,

A handwritten signature in black ink, appearing to read "Jenny Kim", is written over a horizontal line.

Ms. Jenny Kim
Staff Attorney
JK/kl

Concept Development Corporation
January 12, 2022
Page 2

cc: Tito E. Marrero
Via email only

Sharon Mushaye Middlebrooks
Via email only: middlebrooksrealty@gmail.com

Susan Miller, Investigator
TREC Enforcement Division

Master File No. 438540



TREC Enforcement Division
Direct Line: (512) 936-3005
Fax: (512) 936-3809

January 12, 2022

Sharon Mushaye Middlebrooks
2235 Narboe St.
Dallas, Texas 75216
Via email only: middlebrooksrealty@gmail.com

Re: File No. 212724

Dear Ms. Middlebrooks:

At this time we will be concluding our consideration of the above referenced matter by issuing this advisory letter to you. The Texas Real Estate Commission (TREC or "the Commission") has elected to not proceed with formal administrative action against you; however, the facts and circumstances surrounding the complaint indicate that a review of certain provisions of The Real Estate License Act ("the Act") and Rules of the Commission ("the Rules") is in order.

TREC's laws for intermediary representation state the principals must consent to intermediary representation in writing and the written consent must state the source of any expected compensation to the broker. (Section 1101.559(a) of the Act). While an Intermediary Relationship Notice was provided in this matter, it does not appear that there was a signed buyer's representation agreement or listing agreement that provided the requisite consent to intermediary representation. A violation of Section 1101.559(a) of the Act may result in disciplinary action, including assessment of an administrative penalty in the amount of \$1,000 to \$5,000.

Concept Development Corporation was listed as the broker firm in the New Home Contract and in the Intermediary Relationship Notice. Both documents were signed in March 2020. Concept Development Corporation previously held a real estate corporate broker license that expired in July 2018. At this time, we remind you, Section 1101.351(a-1) of the Act states, "unless a business entity holds a license issued under this chapter, the business entity may not act as a broker". A violation of Section 1101.351(a-1) of the Act may result in disciplinary action, including assessment of an administrative penalty in the amount of \$1,000 to \$5,000.

In addition, pursuant to Section 1101.652(b)(26) of the Act, license holders are prohibited from establishing "an association by employment or otherwise with a person other than a license holder if the person is expected or required to act as a license holder." A violation of Section 1101.652(b)(26) of the Act may result in disciplinary action, including assessment of an administrative penalty in the amount of \$1,000 to \$5,000.

Sharon Mushaye Middlebrooks
January 12, 2022
Page 2

As a reminder, it is a license holder's responsibility to act diligently and ensure that there is not engagement in any activity that requires a license by an unlicensed entity, and ensure the documents utilized are up to date and accurate. Failing to remove Concept Development Corporation from the utilized documents may be construed as a negligent act. The Commission has the authority to revoke or suspend a license if the license holder acts negligently or incompetently while engaged in real estate brokerage. (Section 1101.652(b)(1) of the Act). A violation of Section 1101.652(b)(1) of the Act may result in disciplinary action, including assessment of an administrative penalty in the amount of \$500 to \$3,000.

We expect you to take note of our concerns and conduct all future real estate brokerage activities in compliance with the provisions of the Act and Rules. This advisory letter is a part of our records and considered if we receive future complaints of this nature.

This concludes our consideration of this matter.

Best Regards,



Ms. Jenny Kim
Staff Attorney

JK/kl

cc: Tito E. Marrero
Via Email Only

Susan Miller, Investigator
TREC Enforcement Division

Master File No. 471382



TREC Enforcement Division
Direct Line: (512) 936-3005
Fax: (512) 936-3809

January 12, 2022

Tito E. Marrero
3831 Opal Avenue
Dallas, Texas 75216
Via email only

Re: Our File No. 212724

Dear Mr. Marrero:

The Texas Real Estate Commission ("Commission") has concluded consideration of your complaint against Concept Development Corporation, an unlicensed entity, as well as against Sharon Mushaye Middlebrooks ("the License Holder").

In this complaint, the License Holder acted as an intermediary concerning the purchase of 3831 Opal Avenue in Dallas, Texas, in which you were the buyer. The New Home Contract was executed on or about March 26, 2020, and set to close on or before May 22, 2020. The complaint alleges the License Holder failed to disclose the property was a Housing and Urban Development ("HUD") home with income limits.

Based on our review, the evidence indicates the License Holder did inform your lender of the income limitation stipulation regarding the purchase of the property. In addition, the evidence indicates you had to go through a qualification process and be approved to purchase the property. Accordingly, the evidence does not indicate the License Holder's actions violated the Rules or the Act regarding this issue.

The complaint also claims the License Holder failed to disclose that she was working with the seller. It is uncontested that you initially contacted the License Holder on or about March 24, 2020, via text message, expressing interest in purchasing the property. The Intermediary Relationship Notice provided shows that you signed the document on March 26, 2020. The evidence does not indicate the License Holder's actions rise to the level of a violation of the Rules or the Act regarding this claim.

The complaint also alleges the License Holder improperly represented you because the appraisal valued the property at \$199,000, however the contract sales price of \$200,000 was never amended. However, it does not appear there was a request to amend the contract sales price. Accordingly, our review of this issue does not reveal evidence that allows us to prove the License Holders' actions rise to the level of a violation of the Rules or the Act.

Tito E. Marrero
January 12, 2022
Page 2

The remainder of the resolution of this matter is addressed in the accompanying letters to Concept Development Corporation and the License Holder.

This concludes our consideration of this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "Jenny Kim", is positioned above the typed name.

Ms. Jenny Kim
Staff Attorney

JK/kl

cc: Sharon Mushaye Middlebrooks
Via email only: middlebrooksrealty@gmail.com

Susan Miller, Investigator
TREC Enforcement Division

Dallas City Hall corruption scandals continue with another developer accused of bribery scheme

Sherman Roberts is accused in a federal indictment of scheming with two former Dallas City Council members to get public money for his affordable housing projects in exchange for cash bribes and other promises.

Another alleged Dallas City Hall bribery scandal is detailed in a new federal indictment filed this week, charging a Dallas affordable housing developer with two criminal counts. (Jae S. Lee / Staff Photographer)

By Kevin Krause

3:49 PM on Dec 17, 2020 CST

As Dallas city officials strive to restore confidence in their affordable housing programs, more federal bribery indictments are being filed as part of an ongoing probe into City Hall corruption in which, according to prosecutors, public money flowed to developers who paid bribes for their projects.

The latest to be charged in federal court in Dallas is Sherman Roberts, 66, a nonprofit housing developer based in southern Dallas. His indictment, filed on Wednesday, says he paid bribes to two former Dallas City Council members in exchange for their help in getting his affordable housing projects approved.

The council members are not named in the indictment, but “Council Member A” is Carolyn Davis and “Council Member B” is Dwaine Caraway, according to evidence in the documents and officials.

Davis pleaded guilty in March 2019 in a separate City Hall bribery indictment and died four months later in a car crash that also claimed her daughter. She was accused of accepting money from Ruel Hamilton, a longtime Dallas developer of affordable housing who is scheduled to go to trial next year.

The government alleges that Hamilton paid Caraway \$7,000 in 2018 for his future help with a proposed real estate development he wanted to build in Caraway's city council district. Caraway is expected to be the government's star witness in the Hamilton trial.

Caraway, 68, is in federal prison after being convicted in an unrelated federal bribery scandal involving the former Dallas County Schools bus agency. He resigned from office in 2018 after pleading guilty in that corruption case and was sentenced last year to more than four years in prison.

Roberts, the CEO of City Wide Community Development Corporation, is charged with conspiracy to commit bribery concerning programs receiving federal funds; and bribery concerning a local government receiving federal benefits, court records show.

Sherman Roberts, president and CEO of City Wide Community Development Corporation, speaks during a grand opening event at Serenity Place in 2015. Roberts has been charged in a federal indictment alleging that he bribed two Dallas City Council members. (G.J. McCarthy / Staff Photographer)

Court records do not indicate whether or not Roberts has been arrested or if he turned himself in.

"The U.S. Attorney's Office is determined to restore Dallas' trust in its city government by systematically dismantling the ecosystems that allowed this sort of corruption," said U.S. Attorney Erin Nealy Cox, in a statement issued Thursday. "We continue to attack the problem from every angle, targeting bribe payors, recipients, and facilitators. Cities flourish when leaders' have only constituents' best interests at heart. We will not stop until that goal is achieved."

Roberts and his attorney could not be reached for comment. No one answered the phone Thursday at City Wide.

The indictment says the conspiracy began in 2013 and continued to August 2018. Roberts agreed to pay Councilmember B a lump sum bribe of \$60,000 and promised him an additional \$2,000 per month as part of the scheme, according to the indictment.

The indictment does not indicate what cash or other things of value Roberts allegedly gave to Davis in return for her help.

Davis at the time led the city's housing committee and voted for and lobbied for Roberts' proposed projects -- including Serenity Place Apartments,

Runyon Springs and Patriots Crossing. The indictment indicates that was in exchange for “cash payments and the promise of future payments.”

‘Your mouthpiece’

The conspiracy also involved promises from Roberts of employment for Council Member A, Davis, after she left the council in 2015, the indictment says.

Davis recommended that Serenity Place receive \$1.9 million in public money, prosecutors say, and she voted for various city approvals related to the project. She also demanded that other applicants withdraw their requests for low-income housing tax credits to increase Roberts’ chances of getting the money, the indictment says.

“Right now you and me are making money,” Roberts told Council Member A in 2015 in connection with his projects, according to the indictment.

He also complained to her that another city official was trying to “push him aside in favor of another developer” for the doomed Patriots Crossing, according to the indictment. The project never got developed despite the city’s various attempts.

Davis also voted in 2015 to recommend giving a \$300,000 forgivable city loan to the Runyon Springs development. A few days later, Council Member A asked Roberts for “just a few dollars,” and Roberts agreed, authorities allege.

Council Member A also told him, “I am your mouthpiece,” when Roberts informed her he was bidding on the Patriots Crossing project, the indictment says. And she told him she needed to figure out what to put in the bid proposal so he would win it, authorities say.

More requests for money followed, with Council Member A telling Roberts, “I want you to give me a few dollars,” the indictment says.

Council Member B and Roberts discussed his Patriots Crossing project in 2018 during which the councilman told him, “Once you’re successful with this project, don’t forget about me and [Council Member A],” according to the indictment.

“I won’t forget about you,” Roberts allegedly said. “That’s where the money is.”

Dwaine Caraway, left, and Carolyn Davis in 2014. The two former Dallas City Council members have been accused of taking numerous bribes from

affordable housing developers, including a new case that was filed this week. Davis died in a car crash last year and Caraway is in prison. (Mona Reeder / Staff Photographer)

Council Member B had agreed in 2018 to try to stop a city bid proposal from being issued for Patriots Crossing so Roberts could get the job of developing it -- in exchange for bribes, the indictment alleges. The councilman also promised to vote for the project, court records show.

"I want you to deliver the project," Roberts allegedly told Council Member B.

Roberts also allegedly told him that "money has never been an issue, how much and all that. It's getting to the project because that's where the money starts."

Oversight problems

The Patriots Crossing project was supposed to be built near Dallas' VA Medical Center. But after the city invested \$4.4 million in the plan, taxpayers wound up with a bare plot of land and broken promises.

A third Dallas developer also is accused of paying bribes to Davis. Devin Hall, 44, pleaded guilty this summer to conspiracy to commit bribery of an agent of local government receiving federal benefits, authorities said. Hall admitted to paying bribes to Davis in exchange for her lobbying efforts and votes to provide \$650,000 in taxpayer money for his Fair Park apartment project.

Davis also sought to give the developer an additional two years to complete his project and "urged her colleagues to do the same," prosecutors said. Hall is scheduled to be sentenced in federal court in Dallas early next year.

In addition to the federal corruption allegations, the city's affordable housing woes have included a scathing U.S. Department of Housing and Urban Development audit released last June that faulted the city for not properly managing nonprofit affordable housing developers.

The report said Dallas didn't understand or did not follow HUD regulations — or even its own rules — related to the program. The HUD report also said the city should pay back the \$6.6 million in federal money it misspent.

And the city's auditor in 2016 flagged similar problems, saying housing officials failed to keep an adequate paper trail documenting how about \$30 million in taxpayer dollars were used on roughly 54 housing projects.

Roberts has been involved in other controversies related to affordable housing in Dallas.

The Dallas Morning News reported in 2018 that he served on the board of a city housing agency that paid his nonprofit to manage properties for the agency.

The Dallas Housing Finance Corporation helps the city provide affordable housing for people with limited incomes by approving millions of dollars in bonds that have financed more than a dozen apartment complexes around the city. It also maintains an ownership stake in several of those properties.

The board voted in 2014 to give \$14,400 to Roberts' City Wide nonprofit. When the contract for maintenance and other work at senior-citizen apartments near Fair Park ended, Roberts' nonprofit received a \$25,000 exit bonus, *The News* reported.

The News also reported that City Wide paid Roberts an annual salary of \$113,000 and had given him personal loans worth at least \$70,000, according to tax records. Roberts, through a spokeswoman, declined at the time to respond to questions from *The News*.

He resigned from the housing finance corporation board in May 2019 after serving on it for 20 years.

Loan Notes Summary For Loan Servicer	
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Date Prepared: Aug 8, 2022	Prepared For: Kathryn Saline
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Loan Details			
Property Address:	VA Loan Number	Servicer Loan Number	Assigned Technician
3831 OPAL AVE DALLAS, TX 75216	494961477618	0100210250	Kathryn Saline
	Loan Origination Date	Payment Due Date	Loan Amount
	06/08/2020	7/1/2021	160,000
	Interest Rate	Servicer Name	Current Loan Status
	3.250	BAC HOME LOANS SERVICING, LP	GuarantyIssued

Borrower Information:

Primary Obligor: TITO E MARRERO JR

ID	Created Date	Created By	Note Type	Process Type	Note Text
Loan Notes Summary for 494961477618					
121526183	05/31/2022 06:11:08	Jason Moe	Borrower Contact	Default	Attempting returning borrower's call at 469 261 6794 per tech's request, left message to call on recorder.
121521983	05/31/2022 02:39:50	Ryan Vesall	Borrower Contact		Borrower called in from 4692616794. I transferred the call to the assigned loan technician.
121220003	05/16/2022 11:01:55	Kathryn Saline	Update Borrower Information	General	Email Old Value: New Value: newunhacked2000@gmail.com
121219999	05/16/2022 11:01:36	Kathryn Saline	Update Borrower Information	General	

					Phone 2 Old Value: New Value: 4692616794
					Emailed following to C&V in Houston: From: Saline, Kathryn, VBADENV Sent: Monday, May 16, 2022 8:59 AM To: VBAHOU, CV62 Subject: URGENT - mtgr requesting assistance/contact Importance: High
					VA LIN 494961477618
					Good morning ?
121219972	05/16/2022 11:00:07	Kathryn Saline	Other	Default	I was contacted by mtgr (Tito Marrero Jr.; ph 469 261 6794; email newunhacked2000@gmail.com) requesting assistance.
					He stated he is victim of construction fraud, and that builder is not honoring VA form 26-1859.
					He is requesting that someone call him ASAP to discuss.
					I reviewed with my team lead and SO, and they recommended forwarding this to your attention.
					Thank you
					TC from mtgr he stated that he was scammed by builder. States that builder signed VA form 26-1859 (construction warranty) , and that no one, bank, builder, VA is helping him. States his insurance company and the independent consultants and plumber he has hired have stated he is victim of insurance and or construction fraud. He wants whoever will help him with construction fraud to call him. He was very adamant that they must call him. New phone number is 469 261
121219243	05/16/2022 10:27:55	Kathryn Saline	Borrower Contact	Default	

6794. Email address is newunhacked2000@gmail.com; advised that I would find out who should be handling this and get back to him with info. He was again very adamant that someone better be contacting him.

116839677	11/15/2021 02:41:39	Kathryn Saline	Step Complete	Adequacy of Servicing	<p>Step Name: Approve or Deny Adequacy of Service Recommendation</p> <p>1) Did the servicer perform adequate servicing? :Yes</p> <p>2) Reason for inadequate servicing :</p> <p>3) Comments :11/10/2021 email from va.status@bofa.com indicates LM ltr sent 06/02/2021. Svcr indicated RFD unknown. Prev. contact w/ mtgr indicated property problems. No reported LM.</p> <p>4) Has the servicer sent a Loss Mitigation Letter to the borrower? :Yes</p>
116839674	11/15/2021 02:41:22	Kathryn Saline	Step Complete	Adequacy of Servicing	<p>Step Name: Make Adequacy of Service Recommendation</p> <p>Questions:</p> <p>1) Has the servicer attempted contact with the borrower? :Yes</p> <p>2) Did the servicer consider a loss mitigation option? :No</p> <p>3) Did the servicer fail to establish a loss mitigation option agreed upon with the borrower? :No</p> <p>4) Is follow-up needed? :No</p> <p>5) Provide follow-up justification, if needed or not needed. :Mtgr has not responded to servicer or VA. No additional contact required. May be readdressed in event of contact from mtgr.</p> <p>6) Did the servicer perform adequate servicing? :Yes</p> <p>7) Reason for inadequate servicing :</p> <p>8) Comments :11/10/2021 email from va.status@bofa.com indicates LM ltr sent 06/02/2021. Svcr indicated RFD unknown. Prev. contact w/ mtgr indicated property problems. No reported LM.</p> <p>9) Has the servicer sent a Loss Mitigation Letter to the borrower? :Yes</p>
116839655	11/15/2021 02:39:39	Kathryn Saline	Step Complete	Adequacy of Servicing	<p>Step Name: If Needed, Contact Borrower</p> <p>1) If borrower contact is needed, were you able to establish contact? :No, borrower contact not needed</p>

				<p>2) If contact established, please provide phone number and/or email address :</p> <p>3) If no response received, please provide the numbers attempted and/or search engine used to locate a valid number :</p> <p>4) Has the borrower been in contact with the servicer? :</p> <p>5) What is the reason for default? :</p> <p>6) Has the reason for default changed? :</p> <p>7) Has there been any change in the borrower's financial situation? :</p> <p>8) Is the borrower aware of the options available to retain their home and the alternatives to foreclosure? :</p> <p>9) Is the borrower qualified for SCRA protection? :</p> <p>10) Comments :Syst sent LM ltrs 07/02 and 10/29/21. Called 682-246-0471. Rec'd msg call could not be completed as dialed. No listing on yp.com in Dallas TX (prop add) or Cleveland OH (mailing add). Mtgr has not responded to svcr or VA. No additional contact required.</p>
116839604	11/15/2021 02:36:10	Kathryn Saline	Borrower Contact	<p>Adequacy of Servicing</p> <p>System sent LM ltrs 07/02/2021 and 10/29/2021. Called mtgr at 682-246-0471. Rec'd msg call could not be completed as dialed (mult. attempts, same msg rec'd). Looked up mtgr on yellowpages.com - No listing for mtgr in Dallas TX (prop add) or Cleveland Ohio (mailing add). Mtgr has not responded to servicer or to VA. No additional contact required. May be reviewed in event of contact from mtgr,</p>
116839024	11/15/2021 02:06:31	Kathryn Saline	Step Complete	<p>Adequacy of Servicing</p> <p>Step Name: Answer Adequacy of Service Questions</p> <p>1) Has servicer talked to the borrower? :Yes</p> <p>2) If so, what was the date of last contact? :10/19/2021</p> <p>3) What was the reason for default? :Property Problems</p> <p>4) Is the borrower currently considering a loss mitigation option? :No</p> <p>5) Why were any prior loss mitigation options considered not completed? :No previous options noted.</p> <p>6) Does the servicer have any indication that the Veteran is protected under Servicemember Civil Relief Act (SCRA) eligible? :No</p> <p>7) If so, what SCRA protections are being offered?</p>

					: 8) Comments :11/10/2021 email from va.status@bofa.com indicates LM ltr sent 06/02/2021. Svcr indicated RFD unknown. Prev. contact w/ mtgr indicated property problems. No reported LM. Mtgr does not qual. for SCRA. 9) Has the servicer sent a Loss Mitigation Letter to the borrower? :Yes
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Rec'd following via email from servicer: From: VA Status
Sent: Wednesday, November 10, 2021 10:02 AM
To: Saline, Kathryn, VBADENV
Cc: VA Status
Subject: [EXTERNAL] RE: Request for AOS/SCRA information

Hello Kathryn,

1) When was last verbal contact with the borrower, and when was the last attempt to contact? Do they intend to keep the property? Please confirm whether or not loss mitigation letter was sent, and note date sent. If no loss mitigation letter was sent, please indicate why not sent.

a. Last contact 10/19/21 ? Borrower did state that he is suing Bank of America due to collection calls

b. Unsure if they intend to keep the property

c. 6/2

2) What was/is the reason for default?

a. Unknown ? borrower would not provide that information

3) Is loan current currently under review for a loss mitigation option?

a. No, borrower has not requested any assistance or provided any information

4) Why were any loss mitigation options that were considered not completed?

a. n/a

5) If traditional loss mitigation options are not feasible, has loan been considered a VA HAMP modification?

a. Borrower has not spoken to any Bank of America associate regarding any assistance

6) If loan is currently under bankruptcy, please note if/when motion for relief has been filed; if/when relief was granted and if bk has been discharged or dismissed.

116775814 11/10/2021 Kathryn Servicer
03:46:42 Saline Contact

Adequacy
of
Servicing

a. n/a

7) ***Does mtgr qualify for any benefits under the Service members Civil Relief Act (SCRA)?

a. Borrower is not currently eligible for SCRA protection

Thank you,

Briana Germundson
Mortgage Servicing Specialist III
Assistant Vice President
Mortgage and Vehicle Servicing Operations
Production Support

Bank of America
AZ1-805-02-38
2505 W Chandler Blvd
Chandler, AZ 85224
T (602)464-2668
Briana.Germundson@bofa.com

116769116	11/10/2021 10:39:34	Kathryn Saline	Step Complete	Adequacy of Servicing	Step Name: Receive Documents 1) Comments :AOS info not received via email or uploaded, Emailed va.status@bofa.com to request that info be provided by 11/17/2021.
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No AOS information uploaded, or received via email. Emailed following to servicer: From: Saline, Kathryn, VBADENV
Sent: Wednesday, November 10, 2021 8:37 AM
To: 'va.status@bofa.com'
Subject: Request for AOS/SCRA information
Importance: High

VA LIN 494961477618 BAC LIN 0100210250

116769098	11/10/2021 10:37:47	Kathryn Saline	Servicer Contact	Adequacy of Servicing	Good morning, I do not show that the information noted below has been received or uploaded.
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Please provide by 11/17/2021, and advise when complete.

Thank you for your assistance.

1) When was last verbal contact with the borrower, and when was the last attempt to contact? Do they intend to keep the property? Please confirm

whether or not loss mitigation letter was sent, and note date sent. If no loss mitigation letter was sent, please indicate why not sent.

2) What was/is the reason for default?

3) Is loan current currently under review for a loss mitigation option?

4) Why were any loss mitigation options that were considered not completed?

5) If traditional loss mitigation options are not feasible, has loan been considered a VA HAMP modification?

6) If loan is currently under bankruptcy, please note if/when motion for relief has been filed; if/when relief was granted and if bk has been discharged or dismissed.

7) ***Does mtgr qualify for any benefits under the Service members Civil Relief Act (SCRA)?

Kathryn L. Saline
Loan Technician
Denver Regional Loan Center
Phone: (877) 827-3702 ext. 3395053

116738282	11/09/2021 10:27:48	Kathryn Saline	Servicer Contact	Adequacy of Servicing	<p>Rec'd following from servicer: From: "VA_AOS" Date: Mon Nov 08 16:46:36 EST 2021 To: "kathryn.saline@va.gov" Subject: Encrypt: Caliber Home Loans VA AOS Case Notes</p> <p>Per request submitted in VALERI, please find the below AOS Case Notes.</p> <p>VA Loan Number 292960786491 Servicer Loan Number 9741270749 Has the servicer talked to the borrower? If so, what was the date of the last contact? Yes - 07/28/2021 When was the LossMit letter issued? Issued 08/11/2021 What was the reason for default? National</p>
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					<p>Emergency Disaster</p> <p>Is the borrower currently considering a loss mitigation option? Yes - Forbearance</p> <p>Does the servicer have any indication that the Veteran is potential for SCRA protection? No</p> <p>Forbearance Approved Date 5/28/2021</p> <p>Estimated Cure Date 10/31/2021</p> <p>Why were any prior loss mitigation options considered not completed? Expired C-19 FB 05/01/21-10/01/21, last contact 08/03/2021</p> <p>Thanks, SPOC Team</p>
116738242	11/09/2021 10:25:17	Kathryn Saline	Servicer Contact	Adequacy of Servicing	No AOS information uploaded, or received via email. Servicer must be given through today's date before request may be submitted.
116481043	10/29/2021 02:47:28		Borrower Contact		VA sent Loss Mitigation Letter to Veteran
115027249	08/23/2021 01:27:36	Kathryn Saline	Task Completed	""	Closing TASK at this time. Cannot assist without additional information from mtgr - which he has declined to provide.
115027242	08/23/2021 01:27:17	Kathryn Saline	Other	Default	Closing TASK at this time. Cannot assist without additional information from mtgr - which he has declined to provide.
114789853	08/10/2021 04:05:01	Kathryn Saline	Borrower Contact	Default	<p>Called mtgr at 469-261-6794. He indicated he hired a lawyer to go after realtor and mortgage company. He will be submitting a formal complaint to VA tomorrow. He stated his home was new construction in a program in his county where they build new homes to try to keep neighborhoods up (affordable?). He states he has now been told that there are income limits for the neighborhood, and that he should never have qualified for the loan originally, because his income exceeds those limits. He alleges that he can not get return calls from loan officer he originally worked with - and believes that she is trying 'to cover her butt', because he believes she knew there was something wrong with the sale and the realtor. He indicated that he is not even in the home or in the state at this time. He offered to send VA money or money order to 'hold' while this is investigated. Told him to not do this. We are not a financial institution. We have no way to process or</p>

apply any such payment. Attempted to discuss loss mit options - but he seems to mainly just want out of the loan. He reiterated that he will be submitting formal complaint tomorrow, and ended call.

114239552	07/15/2021 04:59:25	Kathryn Saline	Task Opened	<p>Follow-up Date: 2021-07-22 Assigned To: Kathryn Saline Subject: Rec'd call form mtgr. Emailed management to request assistance on how to proceed. Adjusting TASK date to monitor for response. Comments:</p>
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Emailed following to SO and SLT:
From: Saline, Kathryn, VBADENV
Sent: Thursday, July 15, 2021 2:57 PM
To: Moore, Jason, VBADENV ; Luft, Jody, VBADENV
Subject: Case with a problem
Importance: High

VA LIN 494961477618 BAC LIN 0100210250

Veteran indicates home is unlivable due to plumbing issues, and that his money has been going to live in an extended stay hotel. He stated has a law suit for construction defects pending. I asked if he had an inspection as well as an appraisal. He indicated that he dd have an inspection ? but that many of these defects were not visible, as were underground.

114239541	07/15/2021 04:57:47	Kathryn Saline	Other	Default
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More importantly, it that there may be some issues LP may wish to look into. Mtgr is alleging that the originating Loan Officer and the realtor committed Mortgage fraud. He stated he was not told until a day or two before closing, that this was a HUD Loan. He also stated that the realtor has provided a sworn statement indicating that she told the originating loan officer (Holly Wright at BA), that this was a HUD loan.

Mtgr states that his income is higher than allowable for a HUD home; so he feels this loan never should have been approved in the first place.

I am not sure how to proceed. There isn't really much that I can see that we can do on this end.

Either he makes the payments, or he doesn't. I guess he could attempt a DIL or a short sale.

I just wanted to make sure you guys knew about the alleged mortgage fraud. Do you have any ideas or suggestions? I am not even sure who to contact about the LP side of this.

Thanks
Kathryn L. Saline
Loan Technician
Denver Regional Loan Center
Phone: (877) 827-3702 ext. 3395053

114239533	07/15/2021 04:56:53	Kathryn Saline	Borrower Contact	Default	T/C from mtgr (Tito). Best number 469-261-6794. Email is newunhacked2000@gmail.com. He indicated that when he moved in he found that the plumbing, sewer, etc. are all messed up and need to be redone. He indicated that he was not advised that this was a HUD home, and that there were income limits - which he does not qualify for. He states realtor 'hid' that this was a HUD home, and that repairs were required. He stated that the realtor provided a sworn statement that she advised the underwriter that this was a HUD home. He stated that he has filed a complaint against Bank of America. He indicated that he went to VA yesterday and was advised to contact an attorney. Attempted to ask if he had an inspection completed - rather than an appraisal. He stated he had an outside inspection completes. He indicated he has a suit against the builder for defects. He also noted that he believes he can not even live there because he does not qualify for a HUD loan. He stated that he believes Bank of America 'stole' \$50,000.00 from him in the from of his down payment. Advised that I would forward to management to see what (if anything) can be done on this.
114028343	07/02/2021 01:04:45		Borrower Contact		VA sent Loss Mitigation Letter to Veteran
114012007	07/02/2021 06:29:13	Integration VALERI	Update Borrower Information	General	Mailing Street Address 1 Old Value: 131

					LEXINGTON AVENUE New Value:
114011993	07/02/2021 06:29:12	Integration VALERI	Assign Default	General	Assigned Technician = Kathryn Saline
113360480	05/26/2021 05:46:44	Integration VALERI	Update Borrower Information	General	<p>Last Name Old Value: MARRERO New Value: MARRERO JR </p> <p>Mailing Address City Old Value: ELYRIA New Value: CLEVELAND </p> <p>Mailing Street Address 2 Old Value: New Value: 8200 BANCROFT AVE </p> <p>Mailing Zip Code Old Value: 44035 New Value: 44105 </p> <p>Mailing Zip Suffix Old Value: New Value: 6673 </p> <p>Phone 1 Old Value: New Value: 6822460471 </p>



City of Dallas

Contractor's Authorization

Trade Type: Building

Sustainable Development and Construction | Building Inspection Division | www.dallascityhall.com

District Office SW

320 E. Jefferson Blvd

Validation #:

1907221153101

Address:

3831 OPAL AVE 75216

Issue Date:

07/30/2019

Land Use Description:

SINGLE FAMILY DWELLING

Work Description:

1111-CONSTRUCT NEW SFD

Authorized Date:
Owner Or Tenant:07/22/2019
CITY WIDE CDC
3730 LANCASTER RD #100 DALLAS, TX 75216
FRED HEMPHILL

Applicant:

Contractor:

Business Address:

Telephone:

A-STAR RENOVATION
512 N. HAMPTON # 281,
469/245-9268

Fax: 469/533-1588

Lot: 9	Block: 4/4334	Zoning: CR,R-7.5	PDD:	SUP:
Historic Dist:	Consrv Dist:	Pro Park: 2	Req Park: 1	Park Agrmt: N
Dwlg Units: 1	Stories: 1	New Area: 2083	Lot Area: 7000	Total Area: 2083
Type Const: VB	Sprinkler: None	Occ Code: R3	Occ Load:	

For inspections call 214/670-5313, 24 hours. You will need your validation number 1907221153101 and one of the inspection types from the list below.

120 Pier, Foundation, Excavation
130 Frame All

123 Floor Joists
132 Frame Other

127 Frame Walls
140 Final

Your inspector is: Kenneth Minafee at (214) 671-1544

214 671-1531

7 AM cut-off for same day inspections!! Reinspection fees will be charged if the work is not ready or is inaccessible. For partial inspection of area or additional assistance, call (214) 671-1531 from 8 AM to Monday through Friday.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
NEW HOME CONTRACT
 (Completed Construction)

2-12-18



NOTICE: Not For Use For Condominium Transactions or Closings Prior to Completion of Construction

1. **PARTIES:** The parties to this contract are City Wide Community Development Corporation (Seller) and Tito Marrero (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 4, Block 4/4334, Addition, Hill View, City of Dallas, County of , Texas, known as 3831 Opal Ave (address/zip code), or as described on attached exhibit, together with: (i) Improvements, fixtures and all other property located thereon; and (ii) all rights, privileges and appurtenances thereto, including but not limited to: permits, easements, and cooperative and association memberships. All property sold by this contract is called the "Property".
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing \$ 40,000.00
 - B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$ 160,000.00
 - C. Sales Price (Sum of A and B) \$ 200,000.00
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 1,000.00 as earnest money to Allegiance Title as escrow agent, at 516 N Cedar Ridge Duncanville, TX 75043 (address). Buyer shall deliver additional earnest money of \$ 0 to escrow agent within na days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.
6. **TITLE POLICY AND SURVEY:**
 - A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Allegiance Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
 - B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer

Contract Concerning 3831 Opal Ave Dallas, TX Page 2 of 10 2-12-18
(Address of Property)

at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 25 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☒ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Single Family Residence

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §6.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

Contract Concerning 3831 Opal Ave Dallas, TX Page 3 of 10 2-12-18
(Address of Property)

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of:
 - (1) an entity lawfully exercising its right to use the water stored in the impoundment; or
 - (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

Contract Concerning 3831 Opal Ave Dallas, TX Page 4 of 10 2-12-18
(Address of Property)

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

C. WARRANTIES: Except as expressly set forth in this contract, a separate writing, or provided by law, Seller makes no other express warranties. Seller shall assign to Buyer at closing all assignable manufacturer warranties.

D. INSULATION: As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the Improvements at the Property is: (check only one box below)

- ☐ (1) as shown in the attached specifications.
☒ (2) as follows:
a) Exterior walls of improved living areas: insulated with Compressed insulation to a thickness of _____ inches which yields an R-Value of 15.
b) Walls in other areas of the home: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.
c) Ceilings in improved living areas: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.
d) Floors of improved living areas not applied to a slab foundation: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.
e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of the insulation.

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS, TREATMENTS, AND IMPROVEMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs, treatments, and improvements (Work) prior to the Closing Date; and (ii) all required permits must be obtained, and Work must be performed by persons who are licensed to provide such Work or, if no license is required by law, are commercially engaged in the trade of providing such Work. At Buyer's election, any transferable warranties received by Seller with respect to the Work will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed Work prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete Work.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURE: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 500.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Contract Concerning 3831 Opal Ave Dallas, TX Page 5 of 10 2-12-18
(Address of Property)

9. CLOSING:

- A. The closing of the sale will be on or before May 22, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
- B. Leases: After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ -0- to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

Contract Concerning

3831 Opal Ave

Dallas, TX

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(Address of Property)

- B. **ROLLBACK TAXES:** If additional taxes, penalties, or interest (Assessments) are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Subject to applicable law, any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

TXR 1604

Initialed for identification by Buyer

TM

and Seller

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TREC NO. 24-15

3831 Opal Drive

Contract Concerning 3831 Opal Ave Dallas, TX Page 7 of 10 2-12-18
(Address of Property)

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: Tito Marrero

To Seller

at: City Wide Community Development

Sherman Roberts

Phone: (682)246-0471

Phone: (214)734-1670

Fax: _____

Fax: _____

E-mail: tedmo2000@gmail.com

E-mail: shermanlr@yahoo.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☒ Third Party Financing Addendum

☐ Addendum for Coastal Area Property

☐ Seller Financing Addendum

☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association

☐ Seller's Temporary Residential Lease

☐ Buyer's Temporary Residential Lease

☐ Short Sale Addendum

☐ Loan Assumption Addendum

☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

☐ Addendum for Sale of Other Property by Buyer

☐ Addendum for Property in a Propane Gas System Service Area

☐ Addendum for Reservation of Oil, Gas and Other Minerals

☒ Other (list): Intermediary Relationship Notice

☐ Addendum for "Back-Up" Contract

☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 50.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 21 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will. ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

Contract Concerning 3831 Opal Ave Dallas, TX Page 8 of 10 2-12-18
(Address of Property)

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the 26th day of MARCH, 20 20 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Tito Marrero

Buyer

Tito Marrero

Buyer

Sherron Roberts

Seller

City Wide Community Development Corporation

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 24-15. This form replaces TREC NO. 24-14.

TXR 1804

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TREC NO. 24-15
3831 Opal Drive

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(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____
represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Concept Development Corporation **0438540**
Listing Broker Firm License No.

represents ☒ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Sharon Middlebrooks **0471382**
Associate's Name License No.

sharondoesrealty@sbcglobal.net **(214)371-5507**
Listing Associate's Email Address Phone

Sharon Middlebrooks **0471382**
Licensed Supervisor of Listing Associate License No.

PO Box 398045 **(214)552-7264**
Listing Broker's Office Address Phone

Dallas **TX** **75339**
City State Zip

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

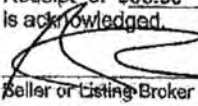
Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

SR

Contract Concerning 3831 Opal Ave Dallas, TX Page 10 of 10 2-12-18
(Address of Property)

OPTION FEE RECEIPT		<u>MONEY ORDER</u>
Receipt of \$ <u>500.00</u> is acknowledged.	(Option Fee) in the form of	<u>19-092091635</u>
		<u>4-8-2020</u>
Seller or Listing Broker		Date

EARNEST MONEY RECEIPT		<u>19-097367750</u>
Receipt of \$ <u>1,000.00</u> is acknowledged.	Earnest Money in the form of	<u>19-097367751</u>
<u>Kim Fly</u> <u>teresa whittington</u>	Received by	<u>Kim.Fly@allegiancetitle.com</u>
Escrow Agent	Email Address	Date/Time
<u>Allegiance Title Company</u>		<u>972-283-6655</u>
Address <u>515 N. Cedar Ridge, Ste 3</u>		Phone
City <u>Duncanville, TX 75116</u>	State	<u>972-283-0302</u>
	Zip	Fax

3/27/2020
1:50 PM

CONTRACT RECEIPT	
Receipt of the Contract is acknowledged.	
<u>Kim Fly</u> <u>teresa whittington</u>	<u>Kim.Fly@allegiancetitle.com</u>
Escrow Agent	Received by Email Address
<u>Allegiance Title Company</u>	<u>3-26-2020</u>
Address <u>515 N. Cedar Ridge, Ste 3</u>	<u>972-283-6655</u>
City <u>Duncanville, TX 75116</u>	State
	Zip
	Phone
	Fax

ADDITIONAL EARNEST MONEY RECEIPT	
Receipt of \$ _____ additional Earnest Money in the form of _____	
is acknowledged.	
Escrow Agent	Received by Email Address Date/Time
Address _____ Phone _____	
City _____ State _____ Zip _____	Fax _____

se/

TXR 1604

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TREC NO. 24-15
3831 Opal Drive



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-19-19

**THIRD PARTY FINANCING ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

3831 Opal AveDallas

(Street Address and City)

1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☐ A. **CONVENTIONAL FINANCING:**

☐ (1) A first mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ C. **FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☒ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ 160,000.00 (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed 3.250 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1.000 % of the loan.

☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will not be an FHA insured loan.

2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

A. **BUYER APPROVAL:** (Check one box only):

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 30 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the

Initialed for identification by Buyer TM and Seller SP

TREC NO. 40-9
TXR 1901

Third Party Financing Addendum Concerning

11-19-19
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(Address of Property)

contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

- B. **PROPERTY APPROVAL:** If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.
3. **SECURITY:** Each note for the financing described above must be secured by vendor's and deed of trust liens.
4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ 200,000.00 or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to his Paragraph 4.
- A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.
- B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.
- C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.
5. **AUTHORIZATION TO RELEASE INFORMATION:**
- A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.
- B. Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures and settlement statements provided in relation to the closing of this sale to the parties' respective brokers and sales agents provided under Broker Information.

Tito Marrero
Buyer Tito Marrero

03/26/2020 05:10 PM GMT

Sherron Robert
Seller City Wide Community Development Corporation

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-9. This form replaces TREC No. 40-8.

TREC NO. 40-9
TXR 1901



INTERMEDIARY RELATIONSHIP NOTICE


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To: City Wide Community Development Corporation (Seller or Landlord)
and Tito Marrero (Prospect)
From: Concept Development Corporation (Broker's Firm)
3831 Opal Ave
Re: Dallas, TX (Property)
Date: March 26, 2020

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☐ will ☒ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
_____ to the owner; and
_____ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Sharon Middlebrooks
Seller or Landlord Date
City Wide Community Development Corporation

Tito Marrero  03/26/2020 02:10 PM GMT
Prospect Date
Tito Marrero

Seller or Landlord Date

Prospect Date

(TXR-1409) 1-7-04

Page 1 of 1

CAUTION

U.S. Department of
Housing and Urban
Development
Federal Housing Administration (FHA)

OMB Approval No: 2502-
0638 (exp. 04/30/2018)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection. Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



Tito Marrero



03/25/2020
08:10 PM GMT

HUD-92564 (8/14)



CAUTION

(TXR-1928 06-14

Concept Development Corp, PO Box 398045 Dallas TX 75339
Sharon Middlebrooks

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Phone: 2143715507

Fax: 2143763195

Page 1 of 1

3531 Opal Drive

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Tito E. Marrero pro se
P.O. Box 177371
Irving, Tx 75017

DEFENDANTS
Dallas Municipality, Mayor's Office,
City Attorneys Office et. al.

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

1500 Marilla Street
Dallas, Tx 75201

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

- PTF DEF
☒ 1 Incorporated or Principal Place of Business In This State
☐ 2 Citizen of Another State
☐ 3 Citizen or Subject of a Foreign Country
☐ 4
☐ 5
☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Real Estate Fraud, Contract Fraud, Warranty Fraud, VA Home Loan
Real Estate Scam, RICO, Embezzlement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$5,000,000.00 dollars

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)

(See instructions):

JUDGE

DOCKET NUMBER

5th IF ANY
Feb 2024
DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE